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3 Aurora I. Diaz, pro se
4 9502 Linda Lane,
5 Cypress, Orange County
6 California 90630
7 Tel: 714-816-0102
8 E-mail: auroradiaz08@yahoo.com

7009 DEC 10 PM 4:14
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
SANTA ANA

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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN (ORANGE COUNTY) DIVISION

BANK OF AMERICA, N.A.
ASSOCIATION AS SUCCESSOR BY MERGER
TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR MORGAN
STANLEY MORTGAGE LOAN TRUST 2006-2

CIVIL ACTION NUMBER:

SACV09-1457 JVS(MLGX)

PLAINTIFF,
AURORA I. DIAZ, versus
Defendants.

Removed from Orange County
30-2009-00310725
Superior Court of California
Westminster

NOTICE OF REMOVAL

1. The original PLAINTIFFS who filed and caused this civil case (30-2009-00310725) to be served on the Original Defendant AURORA I. DIAZ herein was BANK OF AMERICA, N.A. (Bank of America world headquarters is located at 100 North Tryon Street at Bank of America Corporate Center in Charlotte, North Carolina 28255), represented by Attorney DEEPIKA S. SALUJA, BARRETT, DAFFIN, FRAPPIER, TREDER, & WEISS, LL.P, a firm specializing in "assembly line/mass production" evictions.

2. Plaintiff's Illegal and Improper Request for Entry of Default (Exhibit A), supported by a perjurious declaration filed either on November 19, 2009, or sometime thereafter.

3. This Request for entry of default was fraudulent first because it falsely stated that Plaintiff was entitled to default (signed by Dana Seyler), implying that no answer had been filed and second because a second declaration signed by Lisa Acuff stated

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3 that she signed under penalty of perjury on November 19, 2009, that she served this
4 Request for Default on November 25, 2009 (twice hand corrected from a types date
5 November 23, 2009).

6 4. This Request for Entry of Default was actually received by Removing
7 Defendant AURORA I. DIAZ, on or about Saturday, November 27, less that 30
8 days prior to the filing of this notice of removal pursuant to 28 U.S.C. §§1443(1) and
9 1446(b), which states:

10 a notice of removal may be filed within thirty days after receipt by the
11 defendant, through service or otherwise, of a copy of an amended
12 pleading, motion, order or other paper from which it may first be
13 ascertained that the case is one which is or has become removable,
14 except that a case may not be removed on the basis of jurisdiction
conferred by section 1332 of this title [28 USCS § 1332] more than 1
year after commencement of the action.

15 5. It was this paper, the Plaintiff's November 19, 2009, fraudulent Request for
16 Entry of Default, which put Defendant on Notice that she was entitled to removal
17 within the meaning of 28 U.S.C. §1443(1) and 1446, even though the Complaint and
18 other papers were and served previously (Exhibit B).

19 6. With regard to Civil Rights Removal due to denial of equal protection of laws,
20 Defendant's Notice of Removal is proper and timely because the Plaintiff's
21 Complaint and fraudulent November 19, 2009, Request for Entry of Default
22 Pleading was filed in a County and State where AURORA I. DIAZ is a person
23 belonging to several discrete and insular and politically disadvantaged classes.

24 7. The disadvantaged classes which are denied equal protection and due process
25 of law in Orange County California under color of California statutory law enforced,
26 interpreted, and applied by the Superior Courts of Orange County include (1) a
27 racially defined class (Hispanic residents of California), (2) a sex defined class (single
28 female), and (3) a class defined by economic litigation (of defendants of wrongful
eviction actions predicated on their status as victims of wrongful foreclosure) whose

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3 members are each denied and cannot enforce in the courts of Orange County,
4 California. Civil Rights removal is appropriate because the foreclosure statutes
5 existing and applied in the Superior Courts of Orange County and the State of
6 California foreclosure statutes generally deny equal protection and due process of law
7 under color of statutory law and to the disadvantage of racially defined protected
8 groups.

9 8. WHEREFORE, removing Defendant AURORA I. DIAZ in particular asserts
10 her rights as a single Hispanic woman to equal civil rights of all citizens of the United
11 States, including but not limited to 42 U.S.C. §§1981-82, actionable under 42 U.S.C.
12 §§1983 and 1988(a).

13 9. The Superior Courts of Orange County, California, routinely proceed under
14 the provisions of California Civil Code §2924, whose constitutionality Removing
15 Defendant challenges, with evictions following foreclosures, regardless of the actual
16 legality of the foreclosure proceedings, because of certain presumptions created by
17 operation of law, and legal defenses to eviction, such as lack of lawful title or fraud in
18 the acquisition of title on the part of the evicting party, are not allowed.

19 10. In other words, single Hispanic women who are occupants of homes subject to
20 eviction in Orange County, California, are a discrete and insular minority whose
21 politically powerless status gives them no standing or ability to fight eviction.

22 11. This combination of circumstances put AURORA I. DIAZ on notice that she
23 was "be denied [and] cannot enforce in the courts of [the Superior Court of Orange
24 County in the] State [of California any of his] right[s] under any [and all] law[s]
25 providing for the equal civil rights of citizens of the United States, or of all persons
26 within the jurisdiction thereof." 28 U.S.C. §1443(1); 42 U.S.C. §§1981, 1982.

27 12. Furthermore, AURORA I. DIAZ alleges and will show that single women,
28 and in particular Hispanic women, are subject to oppressive treatment targeted

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3 discrimination by the attorneys ("officers of the court") and Judges of the Superior
4 Courts of California.

5 13. Furthermore, the law firm of BARRETTT, FRAPPIER, TREDER, &
6 WEISS, LLP, acting together and in conjunction and agreement with certain officers
7 of Orange County Superior Court system appear to have formulated a special, local
8 series of customs, practices, and policies having the force of law which create or
9 define an especially oppressed class of eviction suit defendants who are denied both
10 due process of law and equal protection, for the simple reason that respondents
11 always lose in Orange County Unlawful detainer proceedings as a matter of statutory
12 law, custom, practice, and policy implemented by the attorneys and other judicial
13 officers of the Superior Courts of Orange County in plain violation of 42 U.S.C.
14 §1981, which is a statute providing for equal protection under the law.

15 14. There are at least three other suits pending in the Southern Division of the
16 Central District of California, namely CASE Numbers. SACV 09-1072 DOC (Ex),
17 SACV 09-1355 GW (SS), SACV 09-1389 AG (Ex) in which California Civil Code
18 §2924 and the judicial norms by which the foreclosure statutes and processes are
19 applied in Orange County are similarly charged with subverting the laws of the State
20 of California and of the United States by denial of the protections of due process and
21 equal protection of the laws, and these cases should be considered together.

22 15. Defendant AURORA I. DIAZ submits that this action, once removed, can
23 and should be consolidated with that action, assigned to Judges David O. Carter,
24 Andrew Guilford and George Wu.

25 16. California Civil Code §2924 affords conclusive legal effect to lies and deceptions,
26 and having discovered the lies and deceptions on the face of Plaintiff's November 19,
27 2009 declarations, respondent files this notice of removal within the 30-day time
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3 period required by 28 U.S.C. §§1443(1) and 1446(b) and the notice is therefore
4 timely.

5 17. Additionally, however, original defendant AURORA I. DIAZ alleges that she
6 is entitled to remove under 28 U.S.C. §1443(1) and ***Dombrowski v. Pfister***, 380
7 U.S. 479, 85 S.Ct. 1116, 14 L.Ed.2d 22 (1965) because the Superior Courts of
8 Orange County, and of California generally, have and enforce rules which are
9 oppressive to economically disadvantaged defendants, as well as discriminatory to
10 women and single mothers of minor children, and accordingly do not equally respect
11 or evenly enforce private rights to due process of law, even as defined by California
12 State Law, effectively denying equal access to the Courts in violation of 42 U.S.C.
13 §§1981-1982.

14 18. For example, the Superior Courts of the State of California do not require any
15 proof of ownership or title to property prior to commencing eviction proceedings,
16 nor of any proof of lawful compliance with California law regarding the structure of
17 non-judicial foreclosures and the recording of sales and transactions relating to
18 foreclosure, so that it is possible for tort-feasors such as the attorneys of the term of
19 BARRETT, DAFFIN, FRAPPIER, TREEDER, & WEISS, LLP, and company to
20 hide or disguise transactions by insertion of certain errors (such as misspelled names)
21 and omission of other critical evidence, such as sales prices or appraisals, which
22 permits fraudulent transactions to take place.

23 19. Another example of the completely farcial nature of the non-judicial
24 foreclosure proceedings which take place in California routinely as a matter of state
25 and local custom, practice, and policy having the forced of law is the fact that the
26 Deed of Trust names an entity called "MERS" (= Mortgage Electronic Registrations
27 Systems) as both "beneficiary" of the "lender's" security instrument and as title
28 holder of all the rights granted (put in "trust") for such rights. Obviously, no natural

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3 or artificial person can ever be BOTH beneficiary and title holder of ANY property
4 held in trust, under the common law definitions of these terms which were not
5 superceded by any statutory amendments or changes, and so, accordingly,
6 AURORA I. DIAZ charges that MERS was never more than a fictitious, fraudulent,
7 “straw man” or entity set up exclusively for the purpose of concealing the fraud on
8 homeowners committed by the banks/mortgage financing industry in these cases and
9 many that may subsequently arise.

10 20. MERS appears on the First page of AURORA I. DIAZ’ Deed of Trust to
11 “SECURED BANKERS MORTGAGE COMPANY,” recorded 09/07/05.

12 21. The background to this present case is that AURORA I. DIAZ home was sold
13 on May 22, 2009.

14 22. Thus the foreclosure sale was conducted in secrecy and in stealth behind
15 AURORA I. DIAZ’s back in such a manner that AURORA I. DIAZ defrauded of
16 the implied covenant of good faith and fair dealing, which was so extreme and
17 outrageous as to constitute actual or constructive fraud on the part of BANK OF
18 AMERICA, and this actual or constructive fraud right up until the moment of sale,
19 in that the allegedly foreclosing party had no advance notice of when the final
20 foreclosure was due to take place.

21 23. Defendant is accordingly entitled to remove pursuant to 28 U.S.C. §1443(1)
22 which provides that defendants may remove civil actions commenced in any state
23 court where Defendant is prosecuted pursuant to a law all of which deny equal
24 protection of the laws as well as substantive due process of law under the First, Fifth,
25 Ninth, and Fourteenth Amendments.

26 24. All pleadings, process, orders, and other filings in the state court action filed
27 within the past three weeks to 30 days are attached to this notice of removal as
28 required by 28 U.S.C. §1446(a).

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3 **25.** Venue is proper in the Central District of California, because (a) original
4 Defendant AURORA I. DIAZ resides within the Central District of California and
5 this case is removed from the Superior Court of the State of California in and for
6 Orange County, California, which exists within the territorial boundaries of the
7 Southern Division of the Central District and finally because all or a substantial part
8 of the events or omissions giving rise to the claim occurred within the Southern
9 Division of the Central District of California.

10 **26.** Defendant AURORA I. DIAZ timely filed an answer in the Orange County
11 Superior Court, according to California Law and a copy of her answer and other
12 documents is presented as Exhibit B, the supplements to this Notice of Civil Rights
13 Removal to the United States District Court for the Southern Division of the Central
14 District of California.

15 **27.** Defendants will promptly file a copy of this notice of removal with the clerk of
16 the state court in the Superior Court for the State of California in and for Orange
17 County where the action was originally filed and has been pending.

18 **28.** For all the above-and-foregoing reasons, removal of this action from Superior
19 Court in and for Orange County, California, to the United States District Court for
20 the Central District of California, Southern (Orange County) Division, is proper
21 pursuant to all relevant statutes and law.

22 **29.** Removing Party AURORA I. DIAZ plans on intervening or otherwise joining
23 the claims against Steven D. Silverstein raised, as noted above.

24 **30.** 28 U.S.C. § 1443. Civil rights cases

25 Any of the following civil actions or criminal prosecutions,
26 commenced in a State court may be removed by the defendant to the
27 district court of the United States for the district and division embracing
28 the place wherein it is pending:

(1) Against any person who is denied or cannot enforce in the courts of
such State a right under any law providing for the equal civil rights of
citizens of the United States, or of all persons within the jurisdiction

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3 thereof;

4 (2) For any act under color of authority derived from any law
5 providing for equal rights, or for refusing to do any act on the ground
6 that it would be inconsistent with such law.

7 28 U.S.C. §1443 has UNIQUE status among all removals, totally distinct and
8 different from removals based on Federal question or diversity jurisdiction, in that an
9 order of remand is immediately appealable in this case.

10 31. Civil Rights injunctions against Federal proceedings are expressly authorized
11 under 42 U.S.C. §§1983, 1988(a). ***Mitchum v. Foster***, 407 U.S. 225; 92 S. Ct.
12 2151; 32 L. Ed. 2d 705 (1972). Although the Supreme Court has not recently
13 addressed the question of Federal Injunctions against State Court proceedings as a
14 remedy for systemic and systematic violations of civil rights, the “extraordinary pro-
15 injunction trilogy” of ***Dombrowski, Younger, Mitchum*** has never been overruled or
16 even (directly) questioned. In fact, ***Mitchum v. Foster*** was affirmed by ***Pennzoil***
17 ***v. Texaco***, which clarified that in truly extraordinary circumstances, Federal
18 intervention may be proper. 481 U.S. 1. (1987).

19 32. Every bit as unconstitutional as the Unamerican Activities laws in Louisiana
20 stricken in ***Dombrowski v. Pfister*** the following customs, practices and policies
21 having the force of law in California which effect a systematic deprivation of the
22 fundamental constitutional rights of the Plaintiffs, and thousands of other plaintiffs
23 whose identity is unknown:

24 33. Conducting non-judicial foreclosure sales during negotiations for loan
25 modification in fraud and defeasance of the implied covenant of good faith and fair
26 dealing;

27 34. Conducting non-judicial foreclosure sales during the pendency of material
28 disputes, including actual pending litigation concerning title and standing to collect
debts under color of laws which effectively preclude contests to title & standing;

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3 35. Initiating eviction proceedings in California Superior Court without any
4 reasonable prior notice of sale of property, as the primary and preferred means of
5 informing occupants/mortgagors or their assignees, of the existence of sales;

6 36. Imposing and conducting a system of judicial evictions in California Superior
7 Courts after non-judicial foreclosures, all of which are "rigged" in the sense of
8 outcomes predetermined in favor of evicting parties, in such a manner that title
9 disputes concerning the right to foreclose or evict from properties has been all but
10 abolished; California stands almost alone in the United States of America in not
11 giving disputes over title legal superiority and priority to disputes over possession;

12 37. Imposing and conducting a system of judicial evictions in California Superior
13 Courts after non-judicial foreclosures which interfere with and impair the common
14 law and statutory obligations of contract in violation of the Constitution, and which
15 denies to certain classes of people, namely mortgagors, the equal rights to

16 38. inherit, purchase, lease, sell, hold, and convey real and personal property
17 (within the meaning of 42 U.S.C. §1982) and

18 39. to make and enforce contracts, to sue, be parties, give evidence, and to the full
19 and equal benefit of all laws and proceedings for the security of persons and property
20 (within the meaning of 42 U.S.C. §1981(a)).

21 40. For purposes of this complaint, the term "make and enforce contracts"
22 includes the making, performance, modification, and termination of contracts, and
23 the enjoyment of all benefits, privileges, terms, and conditions of the contractual
24 relationship (within the meaning of 42 U.S.C. §1981(b);

25 41. For purposes of this complaint, Plaintiffs contend that 42 U.S.C. §1981, and
26 42 U.S.C. §1982 are the key federal civil rights statutes because they together outline
27 and guarantee general, federally secured and specified, equal civil rights in the
28 making of contracts and ownership of property; Plaintiffs submit that these statutes,

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3 regardless of their Reconstruction-era origins, should be construed as “color blind”
4 under modern Supreme Court interpretations of civil rights so that equal rights to
5 make and enforce contracts, to sue, be parties, and give evidence concerning the
6 rights arising therefrom, including the right to own property, should both be applied
7 and construed as though they did not contain the nearly identical phrase, “as is
8 enjoyed by white citizens” and/or “as is enjoyed by the white citizens thereof;”
9 Plaintiffs submit and contend that the law must be applied in fact to guarantee civil
10 rights in the making and enforcement of contracts and the ownership of property to
11 all citizens, and not merely that non-white citizens may not be denied their civil
12 rights “any more” than such rights are denied to white citizens, which is a possible
13 construction of civil rights jurisprudence prior to 1989.

14 42. Plaintiffs submit, in brief that the situation in the California Superior Courts
15 relating to the enforcement and application of non-judicial foreclosures by judicial
16 evictions has reached a crisis of epidemic or even pandemic proportions, especially in
17 Orange County, and

18 43. that the civil rights of mortgagors to “to make and enforce contracts, to sue, be
19 parties, give evidence, and to the full and equal benefit of all laws and proceedings for
20 the security of persons and property” are being severely infringed under color of
21 California law and in particular the judicial norms

22 44. which apply to the conduct and resolution of Superior Court cases challenging
23 the standing of certain servicers or entities claiming standing to foreclose on real-
24 estate notes, such that the very right “inherit, purchase, lease, sell, hold, and convey
25 real and personal property” is being infringed or even curtailed.

26 45. In other words, the laws of the State of California as applied, in particular
27 §2924 of the Code of Civil Procedure and related statutes, are being so applied and
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3 enforced as to effectively abolish both private property and the rights to full and
4 equal benefits of the laws for the security of persons and property.

5 45. AURORA I. DIAZ accordingly demands a full-blown evidentiary hearing
6 prior to ANY consideration of remand from this Federal Court, to offer their
7 evidence that the abuses in the California Superior Courts in and for Orange
8 County, not even especially in the present case, but absolutely TYPICALLY in the
9 present case, are so routine and rampant as to justify Federal judicial intervention.

10 46. PLEADING IN THE ALTERNATIVE, Defendant AURORA I. DIAZ is
11 entitled to remove this litigation because this Court has DIVERSITY jurisdiction
12 pursuant to 28 U.S.C. §§1332 and 1446(b) cited above (since the original complaint
13 was filed less than one year prior to removal) because Plaintiff BANK OF
14 AMERICA has its world headquarters in North Carolina while Defendant, although
15 her property at issue is located in Orange County, is a citizen of MEXICO, and in
16 particular a resident of Cuernavaca, Morelos.

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18 **PRAYER FOR RELIEF**
19

20 47. WHEREFORE, Defendant AURORA I. DIAZ prays that this Court will
21 allow discovery and amendment of pleadings (including Counterclaims and Third
22 Party Claims which Defendant will also filed) to conform with the Federal Rules of
23 Civil Procedure, and that this court will set this case for trial-by-jury as Defendant
24 had already demanded in the California Superior Court, prior to realizing that the
25 unconstitutional and oppressive terms of California Civil Code §2924 predetermine
26 the outcome of all forcible detainer and eviction cases so that neither equal
27 protection nor due process of law are available in California Superior Courts,
28 especially in Orange County.

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4 Thursday, December 10, 2009
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Respectfully submitted,

6 By: 

AURORA I. DIAZ,

Pro se/in propria persona

Aurora I. Diaz, pro se

9502 Linda Lane,

Cypress, Orange County

California 90630

Tel: 714-816-0102

E-mail: auroradiaz08@yahoo.com
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CERTIFICATE OF FILING AND SERVICE
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16 **I the undersigned Removing Defendant do hereby certify that I**
17 **filed an original signed copy of the above-and-foregoing Notice of Civil**
18 **Rights Removal with the Orange County Superior Court Clerk (County**
19 **of Orange 8141 13th Street, Westminster, CA 92683) for the State of**
20 **California and simultaneously served a true and correct copy of the**
21 **same on each of the following known parties to the above entitled and**
22 **numbered cause as follows:**
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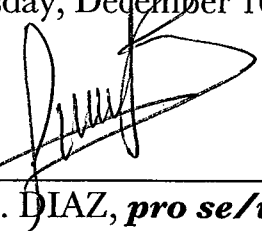
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26 **Clerk of Court**
27 **Superior Court of California, Orange County**
28 **Orange County Superior Court Clerk**
County of Orange 8141 13th Street
Westminster, CA 92683

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3 And

4 Deepika S. Saluja
5 BARRRETT, DAFFIN, FRAPPIER, TREDER, & WEISS, LLP
6 20955 Pathfinder Road, Suite 300
7 Diamond Bar, California 91765
8 VIA FACSIMILE: (626) 915-0289

9 Respectfully Submitted and signed Thursday, December 10, 2009

10 Thursday, December 10, 2009

11 By: 
12 AURORA I. DIAZ, *pro se/in pro per*
13 *Pro se/in propria persona*
14 Aurora I. Diaz, pro se
15 9502 Linda Lane,
16 Cypress, Orange County
17 California 90630
18 Tel: 714-816-0102
19 E-mail: auroradiaz08@yahoo.com
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Exhibit A:
Plaintiff's Fraudulent Request for Entry of
Default Judgment

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): DANA SEYLER, SBN 165062 BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP 20955 PATHFINDER ROAD, SUITE 300 DIAMOND BAR, CA 91765 OUR FILE NO. 1226984 TELEPHONE NO.: (626) 915-5714 FAX NO. (Optional): (626) 339-7103 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFF	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: COUNTY OF ORANGE MAILING ADDRESS: 8141 13TH ST. CITY AND ZIP CODE: WESTMINSTER, CA 92683 BRANCH NAME: WEST JUSTICE CENTER	
PLAINTIFF/PETITIONER: Bank of America National Association as Successor by Merger to Lasalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-2 DEFENDANT/RESPONDENT: AURORA I. DIAZ; and DOES 1 to 10, inclusive	
REQUEST FOR <input checked="" type="checkbox"/> Entry of Default <input type="checkbox"/> Clerk's Judgment (Application) <input type="checkbox"/> Court Judgment	CASE NUMBER: 30-2009-00310725

1. TO THE CLERK: On the complaint or cross-complaint filed

a. on (date): 10/13/2009

b. by (name): Bank of America National Association as Successor by Merger to Lasalle Bank National Association, as Trustee for Morgan Stanley Mortgage

c. ☒ Enter default of defendant (names): ALL UNKNOWN OCCUPANTSd. ☐ I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)

e. ☐ Enter clerk's judgment(1) ☐ for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)☐ Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.(2) ☐ under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)(3) ☐ for default previously entered on (date):

2. Judgment to be entered.

	Amount	Credits acknowledged	Balance
a. Demand of complaint	\$	\$	\$
b. Statement of damages *	POSSESSION ONLY AT THIS TIME		
(1) Special	\$	\$	\$
(2) General	\$	\$	\$
c. Interest	\$	\$	\$
d. Costs (see reverse)	\$	\$	\$
e. Attorney fees	\$	\$	\$
f. TOTALS	\$	\$	\$

g. Daily damages were demanded in complaint at the rate of: \$ 50.00 per day beginning (date): 10/12/2009

(* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3. ☒ (Check if filed in an unlawful detainer case) Legal document assistant or unlawful detainer assistant information is on the reverse (complete item 4).

Date: 11/19/2009

DANA SEYLER, SBN 165062

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT
USE ONLY(1) ☐ Default entered as requested on (date):(2) ☐ Default NOT entered as requested (state reason):

Clerk, by: _____, Deputy

PLAINTIFF/PETITIONER: Bank of America National Association as Successor by Merger to Lasalle Bank National Association	CASE NUMBER: 30-2009-00310725
DEFENDANT/RESPONDENT: AURORA I. DIAZ; and DOES 1 to 10, inclusive	

4. **Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.).** A legal document assistant or unlawful detainer assistant ☐ did ☒ did not for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from a legal document assistant or unlawful detainer assistant, state):

a. Assistant's name:

b. Street address, city, and zip code:

c. Telephone no.:

d. County of registration:

e. Registration no.:

f. Expires on (date):

5. ☒ **Declaration under Code of Civil Procedure Section 585.5 (required for entry of default under Code Civ. Proc., § 585(a)).**
This action

a. ☐ is ☒ is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).

b. ☐ is ☒ is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).

c. ☐ is ☒ is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. **Declaration of mailing (Code Civ. Proc., § 587).** A copy of this Request for Entry of Default was

a. ☐ not mailed to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (names):

b. ☒ mailed first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:

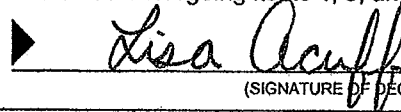
(1) Mailed on (date): ~~11/23/2009~~ 11/25/09 (2) To (specify names and addresses shown on the envelopes):
All Unknown Occupants
9502 Linda Lane
Cypress, CA 90630

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.

Date: ~~11/23/2009~~ 11/25/09

LISA ACUFF

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

7. **Memorandum of costs (required if money judgment requested).** Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

a. Clerk's filing fees \$ POSSESSION ONLY AT THIS TIME

b. Process server's fees \$

c. Other (specify): \$

d. \$

e. TOTAL \$

f. ☐ Costs and disbursements are waived.

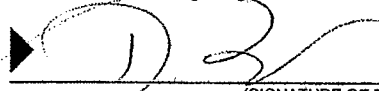
g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 11/19/2009

DANA SEYLER, SBN 165062

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

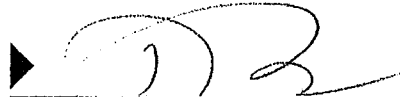
8. ☒ **Declaration of nonmilitary status (required for a judgment).** No defendant named in item 1c of the application is in the military service so as to be entitled to the benefits of the Servicemembers Civil Relief Act (50 U.S.C. App. § 501 et seq.).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 11/19/2009

DANA SEYLER, SBN 165062

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

FOR COURT USE ONLY

- CASE NUMBER:
30-2009-00310725

Page 1 of 2
Code of Civil Procedure, §§ 631,
1170.5(a), 1179a

PLAINTIFF: Bank of America National Association as Sucessor by Merger to Lasalle Bank National Associat DEFENDANT: AURORA I. DIAZ; and DOES 1 to 10, inclusive	CASE NUMBER: 30-2009-00310725
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PROOF OF SERVICE BY MAIL

Instructions: After having the parties served by mail with the Request/Counter-Request to Set Case for Trial—Unlawful Detainer, (form UD-150), have the person who mailed the form UD-150 complete this Proof of Service by Mail. An **unsigned** copy of the Proof of Service by Mail should be completed and served with form UD-150. Give the Request/Counter-Request to Set Case for Trial—Unlawful Detainer (form UD-150) and the completed Proof of Service by Mail to the clerk for filing. If you are representing yourself, someone else must mail these papers and sign the Proof of Service by Mail.

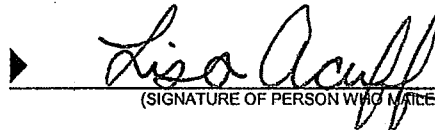
1. I am over the age of 18 and **not a party to this case**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is (specify): 20955 PATHFINDER ROAD, SUITE 300, DIAMOND BAR, CA 91765
3. I served the Request/Counter-Request to Set Case for Trial—Unlawful Detainer (form UD-150) by enclosing a copy in an envelope addressed to each person whose name and address are shown below AND
 - a. ☐ depositing the sealed envelope in the United States mail on the date and at the place shown in item 3c with the postage fully prepaid.
 - b. ☒ placing the envelope for collection and mailing on the date and at the place shown in item 3c following ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
 - c. (1) Date mailed: ~~11/23/2009~~ 11/25/09
(2) Place mailed (city and state): DIAMOND BAR, CA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: ~~11/23/2009~~ 11/25/09

LISA ACUFF

(TYPE OR PRINT NAME)



(SIGNATURE OF PERSON WHO MAILED FORM UD-150)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

<u>Name</u>	<u>Address (number, street, city, and zip code)</u>
4. MARRY FARRIS	9502 LINDA LANE CYPRESS, CA 90630
5. SERGIO GONZALEZ	9502 LINDA LANE CYPRESS, CA 90630
6. AURORA I. DIAZ	9502 LINDA LANE CYPRESS, CA 90630
7. ALL UNKNOWN OCCUPANTS	9502 LINDA LANE CYPRESS, CA 90630
8.	
9.	

- ☐ List of names and addresses continued on a separate attachment or form MC-025, titled Attachment to Proof of Service by Mail.

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Exhibit B:
Petition for Unlawful
Detainer and Related Documents
Filed by Bank of America

SUMMONS
(CITACION JUDICIAL)
UNLAWFUL DETAINER-EVICTION
(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

AURORA I. DIAZ; and DOES 1 to 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Additional Parties Attachment form is attached.

FILED
 FOR THE CLERK OF THE SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ORANGE
 WEST JUSTICE CENTER

OCT 13 2009

ALAN CARLSON, Clerk of the Court

BY: A. Slanez DEPUTY

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

30-2009

1. The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 8141 13TH ST
 WESTMINSTER, California 92683-4593
 COUNTY OF ORANGE
 WEST JUSTICE CENTER

CASE NUMBER:
(Número del caso)

00310725

2. The name, address and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DEEPIKA S. SALUJA, SBN 251665
 BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP - LAWYER - (626) 915-5714
 20955 PATHFINDER ROAD, SUITE 300
 DIAMOND BAR, CA 91765

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date:

(Fecha)

OCT 13 2009

Clerk, by

(Secretario)

ALAN CARLSON

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

4. NOTICE TO THE PERSON SERVED: You are served

- a. ☐ as an individual defendant.
 b. ☐ as the person sued under their fictitious name of (specify):
 c. ☐ as an occupant
 d. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)
☐ CCP 415.46 (occupant)

☐ CCP 416.60 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (authorized person)
☐ other (specify):

5. ☐ by personal delivery on (date):

PLAINTIFF (Name): Additional Parties Attachment form is attached.	CASE NUMBER:
DEFENDANT (Name): AURORA I. DIAZ	

6. **Unlawful detainer assistant** (complete if plaintiff has received any help or advise for pay from an unlawful detainer assistant):

- a. Assistant's name :
- b. Telephone no.:
- c. Street address, city, and ZIP:

- d. County of registration :
- e. Registration no. :
- f. Registration expires on (date):

SHORT TITLE: BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE v. DIAZ	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK
NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY MORTGAGE LOAN TRUST 2006-2

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): DEEPIKA S. SALUJA, SBN 251665 BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP 20955 PATHFINDER ROAD, SUITE 300 DIAMOND BAR, CA 91765 TELEPHONE NO.: (626) 915-5714 FAX NO.: (909) 595-7640 ATTORNEY FOR (Name): PLAINTIFF		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE WEST JUSTICE CENTER <div style="font-size: 1.5em; margin: 10px 0;">OCT 13 2009</div> ALAN CARLSON, Clerk of the Court BY: <u>A. Slanez</u> DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 8141 13TH ST MAILING ADDRESS: CITY AND ZIP CODE: WESTMINSTER, 92683-4593 BRANCH NAME: WEST JUSTICE CENTER		CASE NAME: BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE v. DIAZ	
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal Rules of Court, rule 3.402)	
CASE NUMBER:		JUDGE: <u>30-2009</u> DEPT: <u>00310725</u>	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/VPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product Liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/VPD/WD (23) Non-P/VPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/VPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance Coverage (18) <input type="checkbox"/> Other Contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input checked="" type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): ONE
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: OCTOBER 06, 2009

 DEEPIKA S. SALUJA, SBN 251665
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- NOTICE**
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
 - File this cover sheet in addition to any cover sheet required by local court rule.
 - If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
 - Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)-Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other P/VPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice-Physicians & Surgeons
Other Professional Health Care Malpractice
Other P/VPD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/VPD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional distress

Other P/VPD/WD**Non-P/VPD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-P/VPD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach-Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case-Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ-Administrative Mandamus
Writ-Mandamus on Limited Court Case Matter
Writ-Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal-Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment *(Out of County)*
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I have read the foregoing UNLAWFUL DETAINER SUMMONS AND COMPLAINT

and know its contents.

CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner ☐ a _____ of _____

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am one of the attorneys for BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY MERGE, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on OCTOBER 6, 2009, at DIAMOND BAR, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DEEPIKA S. SALUJA, SBN 251665

Type or Print Name

Signature

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of _____, State of California.

I am over the age of 18 and not a party to the within action; my business address is: _____

On, _____ I served the foregoing document described as _____

_____ on _____ in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ BY MAIL

☐ * I deposited such envelope in the mail at _____, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at _____ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on _____, at _____, California.

☐ **(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on _____, at _____, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

**(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Rev. 7/89

PLAINTIFF (Name): ***SEE ADDITIONAL PAGE***

CASE NUMBER:

DEFENDANT (Name): AURORA I. DIAZ; and DOES 1 to 10, inclusive

NOTICE: If you fail to file this claim, you will be evicted without further hearing.

11. (Response required within five days after you file this form) I understand that I have *five days* (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

12. **Rental Agreement.** I have (check all that apply to you):

- a. ☐ an oral rental agreement with the landlord.
 b. ☐ a written rental agreement with the landlord.
 c. ☐ an oral rental agreement with a person other than the landlord.
 d. ☐ a written rental agreement with a person other than the landlord.
 e. ☐ other (explain):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim of right to possession, the unlawful detainer (eviction) action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

- NOTICE TO OCCUPANTS -

YOU MUST ACT AT ONCE if all of the following are true:

1. You are **NOT** named in the accompanying Summons and Complaint.
2. You occupied the premises on or before the date the unlawful detainer(eviction) complaint was filed. (The date is the court filing date on the accompanying Summons and Complaint.)
3. You still occupy the premises.

(Where to file this form) You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the reverse of this form) at the court where the unlawful detainer (eviction) complaint was filed.

(What will happen if you do not file this form) If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. If you do not file this claim, you will be evicted without a hearing.

SHORT TITLE: BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY
MERGER TO LASALLE v. DIAZ

CASE NUMBER:

PLAINTIFFS

BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY MORTGAGE LOAN TRUST 2006-2

(Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line numbers):

This page may be used with any Judicial Council form or any other paper filed with the court.

DEEPIKA S. SALUJA
State Bar No. 251665
BARRETT DAFFIN FRAPPIER
TREDER & WEISS, LLP
20955 Pathfinder Road, Suite 300
Diamond Bar, CA 91765
(626) 915-5714 - Phone
(909) 595-7640 - Fax
deepikas@bdfw.com

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
WEST JUSTICE CENTER

OCT 13 2009

ALAN CARLSON, Clerk of the Court

BY: A. Slanez DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, WEST JUSTICE CENTER

30-2009

BANK OF AMERICA NATIONAL
ASSOCIATION AS SUCCESSOR BY MERGER
TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR MORGAN
STANLEY MORTGAGE LOAN TRUST 2006-2

CASE NO.

00310725

COMPLAINT FOR UNLAWFUL DETAINER
(DEMAND UNDER \$10,000)

(Cal. Code of Civ. Pro. §§ 1161a(b)(3))

Plaintiff,

vs.

AURORA I. DIAZ; and DOES 1 to 10, inclusive,

Defendants.

Plaintiff alleges the following:

1. Plaintiff BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN
STANLEY MORTGAGE LOAN TRUST 2006-2 is the current owner of certain real property and
improvements thereon commonly known as 9502 LINDA LANE, CYPRESS, CALIFORNIA 90630

COMPLAINT FOR UNLAWFUL DETAINER

1 following a non-judicial foreclosure sale held in accordance with California Civil Code §§ 2924 et
2 seq. Plaintiff's title was duly perfected by Trustee's Deed Upon Sale recorded on June 4, 2009 as
3 Instrument No. 2009-000286612 in the Office of the Orange County Recorder, a true and correct
4 copy of which is attached hereto as Exhibit "1" and incorporated herein by this reference.
5

6
7 2. Defendant, AURORA I. DIAZ, is the current occupant of the real property and was the
8 original trustor under the foreclosed deed of trust or the successor-in-interest to such original trustor
9 and the last vested owner of record as of the foreclosure sale date.

10
11 3. The true names and capacities, whether individual, corporate, associate or otherwise
12 of defendants named herein as DOES 1 through 10, and of each of them, are unknown to plaintiff
13 who therefore sues said defendants by their fictitious names as allowed by California Code of Civil
14 Procedure § 474. Plaintiff asks leave of the court to amend its complaint to include the true names
15 and capacities of said defendants when the same have been ascertained.
16

17
18 4. Plaintiff is informed and believes and based thereon alleges that each defendant sued
19 herein as DOE 1 through 10, inclusive, claims a possessory interest in the real property hereafter
20 described as a tenant or successor-in-interest to the former owner.

21
22 5. On June 04, 2009, Defendant, AURORA I. DIAZ, was duly served in the manner
23 prescribed by Cal. Code of Civ. Pro. § 1162 with written notice demanding that defendant surrender
24 possession of the real property to plaintiff not later than three days following service of said written
25 notice. True and correct copies of said written notice with corresponding proof of service are
26 attached hereto as Exhibits "2" and "3," respectively, and incorporated herein by this reference.
27

28 6. That same date, Defendants DOE 1 through DOE 10 were duly served in the manner

1 prescribed Cal. Code of Civ. Pro. § 1162 with written notice demanding that they surrender
2 possession of the real property to plaintiff no later than ninety days following service of said written
3 notice. True and correct copies of said written notice with corresponding proofs of service are
4 attached hereto as Exhibit "4" and "5" and incorporated herein by this reference.
5

6
7 7. More than three/ninety days have elapsed since the service of said written notices, but
8 defendant has failed and refused to surrender possession of said real property and continues to
9 occupy the real property without plaintiff's authorization or consent.

10
11
12 8. The fair and reasonable rental value of the real property is \$50.00 per day. Plaintiff is
13 entitled to recover a money judgment against defendants for their continued occupancy of the real
14 property at this daily rate from and after expiration of the notice to quit through the date of judgment.
15

16 9. Plaintiff is entitled to restitution and possession of the real property from defendants
17 named herein pursuant to California Code of Civil Procedure §§ 1161a(b)(3) and therefore requests a
18 judgment enforceable by any authorized law enforcement agency.
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1 WHEREFORE, plaintiff prays judgment as follows:

- 2
- 3 1. For judgment awarding plaintiff restitution and possession of the real property;
- 4 2. For monetary damages according to proof;
- 5 3. For costs of suit incurred herein;
- 6 4. For such other and further relief as the court deems proper.
- 7

8 BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP

9 Date: October 06, 2009

10 By: 

DEEPIKA S. SALUJA , Attorneys for Plaintiff
SBN 251665

EXHIBIT 1

Recording requested by:

NDEx West, L.L.C.

15000 Surveyor Boulevard, Suite 500

Addison, Texas 75001-9013

When Recorded Mail to and Mail Tax Statement to:

BANK OF AMERICA NATIONAL ASSO .et al

c/o AMERICA'S SERVICING COMPANY

7485 NEW HORIZON WAY BLDG. 3

FREDERICK, MD 21703



TDUS20080134012351

COPY of Document Recorded

AT Orange County Recorder

2009-000286612

4 Jun 2009

Has not been compared with original.

Original will be returned when

Processing has been completed.

Space above this line for Recorder's use only

Trustee Sale No. : 20080134012351

Title Order No.: 3206-154169

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- 1) The Grantee herein WAS the foreclosing beneficiary
- 2) The amount of the unpaid debt together with cost was **\$412,675.32**
- 3) The amount paid by the grantee at the trustee sale was **\$355,500.00**
- 4) The documentary transfer tax is N/A
- 5) Said property is in the city of CYPRESS
- 6) APN# 134-184-01

NDEX West, L.L.C. , as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to:

**BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE
BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY MORTGAGE LOAN
TRUST 2006-2**

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of ORANGE, State of California, described as follows:

PARCEL 1:

LOT 2 OF TRACT NO. 10678, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 469, PAGES 11, 12 AND 13, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE, ENJOYMENT, SUPPORT, SETTLEMENT, ENCROACHEMNT AND OTHER PURPOSES, ALL AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN BOOK 13927, PAGE 769, OFFICIAL RECORDS, AND ANY AMENDMENTS THERETO.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBONS LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEEDS OF RECORD.

ASSESSORS PARCEL NUMBER: 134-184-01

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Trustee Sale No. : 20080134012351

Title Order No.: 3206-154169

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 08/30/2005 and executed by **AURORA I. DIAZ** Trustor(s), and Recorded on 09/07/2005 as Instrument No. 2005000707238 of official records of ORANGE County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

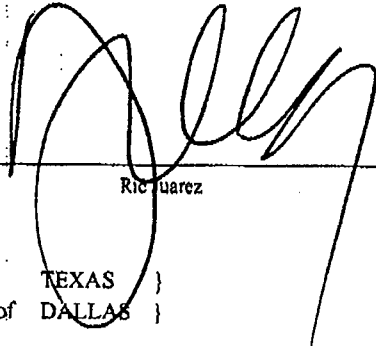
Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 05/22/2009. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being 355,500.00 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the Time of said Trustee's Sale.

DATED: 06/02/2009

NDEx West, L.L.C., as Trustee


 _____ Authorized Agent
 Ric Juarez

State of TEXAS }
 County of DALLAS }

6/2/2009
 DATED

On 6/2/2009 before me, **Jerry J. Howell** Notary Public, personally appeared **Ric Juarez** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)

My commission expires: _____

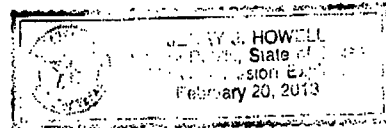


EXHIBIT 2

THREE DAY NOTICE TO QUIT

(Cal. Code of Civ. Pro. § 1161a(b)(3))

To: AURORA I. DIAZ

9502 LINDA LANE, CYPRESS, CALIFORNIA 90630

YOU ARE HEREBY NOTIFIED that the real property and improvements thereon commonly known as 9502 LINDA LANE, CYPRESS, CALIFORNIA 90630 have been sold to BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY MORTGAGE LOAN TRUST 2006-2 at a non-judicial foreclosure sale in accordance with Cal. Civ. Code §§ 2924 et seq. under the power of sale contained in that certain Deed of Trust executed by AURORA I. DIAZ, as trustors, and recorded on September 07, 2005 as Instrument No. 2005000707238 in the Office of the ORANGE County Recorder. The new owner's title has been duly perfected by Trustee's Deed Upon Sale recorded in the Office of the ORANGE County Recorder.

YOU ARE FURTHER NOTIFIED that your occupancy of the Property shall terminate effective THREE (3) CALENDAR DAYS after service of this Notice upon you.

WITHIN THREE (3) CALENDAR DAYS following service of this Notice, you must vacate and surrender possession of the Property to the undersigned, or legal proceedings will be immediately commenced to declare your occupancy forfeited, to obtain restitution and possession of the Property and to obtain a money judgment against you for damages and court costs.

Barrett Daffin Frappier Treder & Weiss, LLP

Dated: June 02, 2009

FILE NO: 00000001226984

By: 

GRACE EVERITT
Attorneys for Property Owner
BANK OF AMERICA NATIONAL
ASSOCIATION AS SUCCESSOR BY MERGER
TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR MORGAN
STANLEY MORTGAGE LOAN TRUST 2006-2

Direct All Inquires to:

GRACE EVERITT

STATE BAR No. 245844

Barrett Daffin Frappier Treder & Weiss, LLP

917 S. Village Oaks Drive, Suite 200

Covina, California 91724

Phone: (626) 915-5714

Fax: (626) 915-0289

EXHIBIT 3

Attorney of Party Without Attorney (Name and Address) Barrett, Daffin, Frappier, Treder & Weiss 917 S. Village Oaks Drive Covina CA Suite 200 Attorney For: PLAINTIFF 91724		Telephone No: (626)915-5714	FOR COURT USE ONLY		
		Reference Number: 2610592 1226984			
Plaintiff/Petitioner: Bank Of America Defendant/Respondent: Aurora I. Diaz, et al.					
PROOF OF SERVICE "FILE BY FAX"		Hearing Date:	Time:	Dept./Div.:	Case Number: NOTICE

I, the undersigned declare that at the time of the service of the papers herein referred to, I was at least EIGHTEEN (18) years of age, and that I served the following notice:

Three Day Notice to Quit

On the following tenant(s): Aurora I. Diaz

Address: 9502 Linda Lane
Cypress, CA 90630

Date and Time of Posting: 6/4/2009 at 11:57am.

BY POSTING a copy for each above-named tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said tenant(s) AND MAILING by first-class mail on said date a copy to each tenant by depositing said copies in the U.S. Mail in a sealed envelope with postage fully pre-paid, addressed to the above-named tenant(s) at the place where the property is situated.

FILE BY FAX PER CRC 2.303

7. Person Serving (name, address, and telephone No.):

Attorney Service of San Dimas
142 East Bonita Avenue
San Dimas, CA 91773
(909)394-1202 Fax (909)394-1204

Fee for service: \$ \$80.00

Kristen Peru
Registered California Process Server:

(i) Employee
(ii) Registration No.: 6065
(iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 6/5/2009



(Signature)

EXHIBIT 4

NINETY DAY NOTICE TO QUIT

(Cal. Code of Civ. Pro. §§ 1161a(b)(3))

To: OCCUPANTS IN POSSESSION (EXCEPT FORMER OWNER(S))

9502 LINDA LANE, CYPRESS, CALIFORNIA 90630

YOU ARE HEREBY NOTIFIED that the real property and improvements thereon commonly known as 9502 LINDA LANE, CYPRESS, CALIFORNIA 90630 ("the Property") have been sold to BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY MORTGAGE LOAN TRUST 2006-2 at a non-judicial foreclosure sale in accordance with Cal. Civ. Code §§ 2924 et seq. under the power of sale contained in that certain Deed of Trust executed by AURORA I. DIAZ, as trustors, and recorded on September 07, 2005 as instrument No. 2005000707238 in the Office of the ORANGE County Recorder. The new owner's title has been duly perfected by Trustee's Deed Upon Sale recorded in the Office of the ORANGE County Recorder.

YOU ARE FURTHER NOTIFIED that your occupancy of the Property shall terminate effective NINETY (90) CALENDAR DAYS after service of this Notice upon you.

WITHIN NINETY (90) CALENDAR DAYS following service of this Notice, you must vacate and surrender possession of the Property to the undersigned, or legal proceedings will be immediately commenced to declare your occupancy forfeited, to obtain restitution and possession of the Property and to obtain a money judgment against you for damages and court costs.

Barrett Daffin Frappier Treder & Weiss, LLP

Dated: June 02, 2009

FILE NO: 00000001226984

By: 

GRACE EVERITT

Attorneys for Property Owner

BANK OF AMERICA NATIONAL
ASSOCIATION AS SUCCESSOR BY MERGER
TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR MORGAN
STANLEY MORTGAGE LOAN TRUST 2006-2

Direct All Inquires to:

GRACE EVERITT

STATE BAR No. 245844

Barrett Daffin Frappier Treder & Weiss, LLP

917 S. Village Oaks Drive, Suite 200

Covina, California 91724

Phone: (626) 915-5714

Fax: (626) 915-0289

EXHIBIT 5

Attorney of Party Without Attorney (Name and Address) Barrett, Daffin, Frappier, Treder & Weiss 917 S. Village Oaks Drive Covina CA Suite 200 91724 Attorney For: PLAINTIFF		Telephone No: (626)915-5714		FOR COURT USE ONLY	
		Reference Number: 2610593 1226984			
Plaintiff/Petitioner: Bank Of America Defendant/Respondent: Aurora I. Diaz, et al.					
PROOF OF SERVICE "FILE BY FAX"		Hearing Date:	Time:	Dept./Div.:	Case Number: NOTICE

I, the undersigned declare that at the time of the service of the papers herein referred to, I was at least EIGHTEEN (18) years of age, and that I served the following notice:

Ninety Day Notice to Quit

On the following tenant(s): All Occupants In Care Of Named Tenants, Aurora I. Diaz

Address: 9502 Linda Lane
Cypress, CA 90630

Date and Time of Posting: 6/4/2009 at 11:57am.

BY POSTING a copy for each above-named tenant in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said tenant(s) AND MAILING by first-class mail on said date a copy to each tenant by depositing said copies in the U.S. Mail in a sealed envelope with postage fully pre-paid, addressed to the above-named tenant(s) at the place where the property is situated.

7. Person Serving (name, address, and telephone No.):

Attorney Service of San Dimas
142 East Bonita Avenue
San Dimas, CA 91773
(909)394-1202 Fax (909)394-1204

Fee for service: \$ \$0.00

Kristen Peru
Registered California Process Server:
(i) Employee
(ii) Registration No.: 6065
(iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 6/5/2009


(Signature)

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Exhibit C:
Defendant's Answer to
Unlawful Detainer Action
And Related Documents

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): AURORA I. DIAZ 9502 LINDA LANE CYPRESS, CALIFORNIA 90630		TELEPHONE NO: 714-767-3311	FOR COURT USE ONLY <div style="font-size: 24pt; font-weight: bold; margin: 10px 0;">FILED</div> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE WEST JUSTICE CENTER <div style="font-size: 24pt; font-weight: bold; margin: 10px 0;">OCT 19 2009</div> ALAN CARLSON, Clerk of the Court BY: _____ DEPUTY CASE NUMBER: 30-2009 00310725
ATTORNEY FOR (Name): IN PRO PER			
NAME OF COURT: SUPERIOR COURT-COUNTY OF ORANGE STREET ADDRESS: 8141 13TH STREET MAILING ADDRESS: CITY AND ZIP CODE: WESTMINSTER, CA 92683-4593 BRANCH NAME: WEST JUDICIAL CENTER			
PLAINTIFF: BANK OF AMERICA, ET AL DEFENDANT: AURORA I. DIAZ			
ANSWER—Unlawful Detainer			

1. Defendant (names):
AURORA I DIAZ

answers the complaint as follows:

2. **Check ONLY ONE of the next two boxes:**

- a. ☒ Defendant generally denies each statement of the complaint. (Do not check this box if the complaint demands more than \$1,000.
- b. ☐ Defendant admits that all of the statements of the complaint are true EXCEPT
 (1) Defendant claims the following statements of the complaint are false (use paragraph numbers from the complaint or explain):

☐ Continued on Attachment 2b (1).

- (2) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (use paragraph numbers from the complaint or explain):

☐ Continued on Attachment 2b (2).

3. **AFFIRMATIVE DEFENSES** (NOTE: For each box checked, you must state brief facts to support it in the space provided at the top of page two (item 3j)).

- a. ☐ (nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b. ☐ (nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c. ☐ (nonpayment of rent only) On (date): before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. ☐ Plaintiff waived, changed, or canceled the notice to quit.
- e. ☐ Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. ☐ By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or laws of the United States or California.
- g. ☒ Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):
SB7 codified in CCP 2923.52 of the Foreclosure Prevention Act
 (Also, briefly state the facts showing violation of the ordinance in item 3j.)
- h. ☐ Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- i. ☒ Other affirmative defenses are stated in item 3j.

PLAINTIFF (Name): BANK OF AMERICA, ET AL	CASE NUMBER:
DEFENDANT (Name): AURORA I. DIAZ	30-2009 00310725

3. AFFIRMATIVE DEFENSES (cont'd)

j. Facts supporting affirmative defenses checked above (identify each item separately by its letter from page one):

(1) ☐ All the facts are stated in Attachment 3j. (2) ☒ Facts are continued in Attachment 3j.

4. OTHER STATEMENTS

a. ☐ Defendant vacated the premises on (date):b. ☐ The fair rental value of the premises alleged in the complaint is excessive (explain):c. ☐ Other (specify):

5. DEFENDANT REQUESTS

a. that plaintiff take nothing requested in the complaint.

b. costs incurred in this proceeding.

c. ☐ reasonable attorney fees.d. ☐ that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.e. ☒ Other (specify):

Case be dismissed and such other relief as may be just and proper.

6. ☐ Number of pages attached (specify):**UNLAWFUL DETAINER ASSISTANT (Business and Professions Code sections 6400- 6415)**7. (Must be completed in all cases) An unlawful detainer assistant ☐ did not ☒ did for compensation give advice or assistance with this form. (If defendant has received any help or advice for pay from an unlawful detainer assistant, state:

a. Assistant's name: Attorney Diane Beall Templin b. Telephone No.: 760-807-5417

c. Street address, city, and ZIP: 1016 Circle Drive, Escondido, CA. 92025

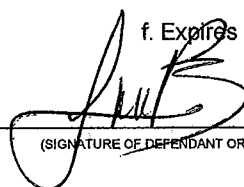
d. County of registration: BAR # 86877

e. Registration No.:

f. Expires on (date):

AURORA I. DIAZ

(TYPE OR PRINT NAME)



(SIGNATURE OF DEFENDANT OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

(Each defendant for whom this answer is filed must be named in item 1 and must sign this answer unless his or her attorney signs.)

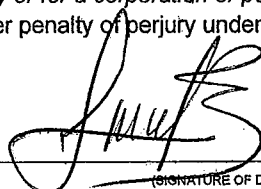
VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Date:

AURORA I. DIAZ

(TYPE OR PRINT NAME)



(SIGNATURE OF DEFENDANT)

PLAINTIFF/PETITIONER: Bank of America DEFENDANT/RESPONDENT: AURORA I. DIAZ	CASE NUMBER: 30-2009 003 10725
---	-----------------------------------

DECLARATION

(This form must be attached to another form or court paper before it can be filed in court.)

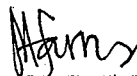
I live at 9502 Linda Lane, Cypress, CA 90630 and hereby verify that no one has served any legal documents on me at this address or attempted to serve any legal documents on me. Furthermore, I check the mail everyday and there have been no legal documents from the Plaintiff or the Plaintiff's attorney mailed to me or my landlord, AURORA I. DIAZ.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Oct. 19, 2009

MARY FARRIS

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☒ Other (Specify): TENANT

ATTACHMENT 3J - Case No.: 300-2009 00310725

AFFIRMATIVE AND OTHER DEFENSES

AS A FIRST AFFIRMATIVE DEFENSE to the complaint, these answering defendants were never served with a three day notice to quit for the real property located at 9502 Linda Lane, Cypress, CA 90630.

AS A SECOND AFFIRMATIVE DEFENSE to the complaint, the trustee sale was void as the trustee failed to comply with Code of Procedure Sections 1161a, 1161b(a) and Civil Code Sections 2923.52, 2924 and 2924a through 2924h.

AS A THIRD AFFIRMATIVE DEFENSE to the complaint, these answering defendants are informed and believe, and on such basis alleges that plaintiff's alleged title to the real property located at 9502 Linda Lane, Cypress, CA 90630 is the result of a fraudulent conveyance and plaintiff has no interest in said real property.

AS A FOURTH AFFIRMATIVE DEFENSE to the complaint, these answering defendants are informed and believe, and on such basis alleges that any recovery of the parties against these defendants is barred by provision of California Civil Code Section 3333.4.

AS A FIFTH AFFIRMATIVE DEFENSE to the complaint, these answering defendants are informed and believe, and on such basis alleges, that plaintiff is barred because it comes with unclean hands.

1 **AS A SIXTH AFFIRMATIVE DEFENSE**, these answering defendants
2 are informed and believe, and on such basis alleges, that
3 plaintiff is not a bona fide purchaser for value of the real
4 property located at 9502 Linda Lane, Cypress, California.

5 **AS A SEVENTH AFFIRMATIVE DEFENSE** to the complaint, these
6 answering defendants cannot fully anticipate all affirmative
7 defenses that may be applicable to this action bases ~~upon~~ the
8 conclusionary terms used in the complaint. Accordingly, these
9 answering defendants expressly reserve the right to assert
10 additional defenses if and to the extent that such affirmative
11 defenses become applicable.

12 **AS A EIGHTH AFFIRMATIVE DEFENSE** to the complaint, these
13 answering defendants are informed and believe and on such basis
14 allege that that the notice to quit fails to comply with the
15 Code of Civil Procedure Sections 1161 (a)(c) and 1161 b(a)
16 because defendants never received a three-day notice to quit,
17 nor did they receive a 60 day or 90 notice to quit as required.

18 **AS A NINTH AFFIRMATIVE DEFENSE** to the complaint these
19 answering defendants are informed and believe and on such basis
20 alleges that plaintiff's title to the real property located at
21 9502 Linda Lane, Cypress, California should be set aside as the
22 result of the fraudulent conveyance.

23 **AS A TENTH AFFIRMATIVE DEFENSE** to the complaint, through
24 its conduct, acts and communications, plaintiff caused
25 defendants to change their position and to act to their

1 detriment and prejudice, Plaintiff is therefore estopped from
2 asserting claims set forth in its complaint.

3 **AS AN ELEVENTH AFFIRMATIVE DEFENSE** to the complaint,
4 defendants are informed and believe, and upon such information
5 and belief allege, that each cause of action thereof, is barred
6 by laches.

7 **AS A TWELVTH AFFIRMATIVE DEFENSE** to the complaint,
8 defendants are informed and believe, and upon such information
9 and belief alleges, plaintiff lacks the capacity to sue in the
10 present action because there was no obligation owed to it by
11 defendants.

12 **AS A THIRTEENTH AFFIRMATIVE DEFENSE** to the complaint,
13 defendants are informed and believe, and upon such information
14 and belief allege, plaintiff lacks capacity to sue because it
15 never received any assignment of the rights in the Promissory
16 Note from any predecessor in interest.

17 **AS A FOURTEENTH AFFIRMATIVE DEFENSE** to the complaint,
18 defendants are informed and believe, and upon such information
19 and belief allege, there is no promissory note securing the
20 property to any debt.

21 **FACTS TO SUPPORT THE AFFIRMATIVE DEFENSES**

22 Plaintiff has no interest in said property and it obtained
23 title through a fraudulent conveyance. Defendants are the sole
24 owners of the property. Defendants seek to have the trust deed
25 set aside for several reasons, including fraud and because there

1 was no obligation or promissory note between plaintiff and
2 defendants for any obligation on the property.

3 Plaintiff is not the holder of the promissory note and has
4 never received any assignment of any rights from any predecessor
5 in interest of the promissory note in due course or an
6 endorsement of the promissory note from the true note holder to
7 plaintiff and there has not ever been any obligation owed by
8 defendants to plaintiff or any predecessor in interest on the
9 real property. Plaintiff failed to provide defendants with any
10 notice of the sale of the real property and fraudulently and
11 secretly received the property through a conveyance.

12 Also, defendants were never personally served with a three-
13 day notice to quit or mailed a copy of the three-day notice for
14 the subject property as required and the three-day notice fails
15 because it is not in compliance with the Foreclosure Prevention
16 Action pursuant to Civil Code Sections 2924, et seq., and
17 2923.52 since there were no efforts made to modify any loan
18 prior to plaintiff leaving the three-day notice at the property
19 where defendants' tenant resides. In fact, defendant lived at
20 the property for over 4 years and defendant's tenant has resided
21 at the subject property for several months and the tenant was
22 not properly served with the notice to quit for sixty (60) or 90
23 days as required by Code of Civil Procedure Section 1161b(a).
24 Therefore, plaintiff's complaint should be dismissed.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): AURORA I. DIAZ 9502 LINDA LANE CYPRESS, CA 90630		UNLAWFUL DETAINER ASSISTANT (Check one box): An unlawful detainer assistant <input checked="" type="checkbox"/> did <input type="checkbox"/> did not for compensation give advice or assistance with this form. (If one did, state the following): ASSISTANT'S NAME: Attorney Diane Templin ADDRESS: 1016 Circle Drive, Escondido, CA 92025 TEL. NO.: 760-807-5417 COUNTY OF REGISTRATION: Bar # 86877 REGISTRATION NO.: EXPIRES (DATE):	
ATTORNEY FOR (Name): IN PRO PER SUPERIOR COURT OF CALIFORNIA, COUNTY OF: ORANGE 8141 13TH ST., WESTMINSTER, CA 92683-4593			
SHORT TITLE: BANK OF AMERICA VS. AURORA I. DIAZ			
FORM INTERROGATORIES—UNLAWFUL DETAINER Asking Party: AURORA I. DIAZ- DEFENDANT Answering Party: PLAINTIFF Set No.: 1		CASE NUMBER: 30-2009 00310725	

Sec. 1. Instructions to All Parties

(a) These are general instructions. For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010-2030.410 and the cases construing those sections.

(b) These interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or objection.

Sec. 2. Instructions to the Asking Party

(a) These interrogatories are designed for optional use in unlawful detainer proceedings.

(b) There are restrictions that generally limit the number of interrogatories that may be asked and the form and use of the interrogatories. For details, read Code of Civil Procedure sections 2030.030-2030.070.

(c) In determining whether to use these or any interrogatories, you should be aware that abuse can be punished by sanctions, including fines and attorney fees. See Code of Civil Procedure section 128.7.

(d) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.

(e) Additional interrogatories may be attached.

Sec. 3. Instructions to the Answering Party

(a) An answer or other appropriate response must be given to each interrogatory checked by the asking party. Failure to respond to these interrogatories properly can be punished by sanctions, including contempt proceedings, fine, attorneys fees, and the loss of your case. See Code of Civil Procedure sections 128.7 and 2030.300.

(b) As a general rule, within five days after you are served with these interrogatories, you must serve your responses on the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260-2030.270 for details.

(c) Each answer must be as complete and straightforward as the information reasonably available to you permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

(d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.

(e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.

(f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.

(g) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.

(DATE)

(SIGNATURE)

Sec. 4. Definitions

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

(a) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.

(b) **PLAINTIFF** includes any **PERSON** who seeks recovery of the **RENTAL UNIT** whether acting as an individual or on someone else's behalf and includes all such **PERSONS** if more than one.

(c) **LANDLORD** includes any **PERSON** who offered the **RENTAL UNIT** for rent and any **PERSON** on whose behalf the **RENTAL UNIT** was offered for rent and their successors in interest. **LANDLORD** includes all **PERSONS** who managed the **PROPERTY** while defendant was in possession.

(d) **RENTAL UNIT** is the premises **PLAINTIFF** seeks to recover.

(e) **PROPERTY** is the building or parcel (including common areas) of which the **RENTAL UNIT** is a part. (For example, if **PLAINTIFF** is seeking to recover possession of apartment number 12 of a 20-unit building, the building is the **PROPERTY** and apartment 12 is the **RENTAL UNIT**. If **PLAINTIFF** seeks possession of cottage number 3 in a five-cottage court or complex, the court or complex is the **PROPERTY** and cottage 3 is the **RENTAL UNIT**.)

(f) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostating, photographing, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.

(g) **NOTICE TO QUIT** includes the original or copy of any notice mentioned in Code of Civil Procedure section 1161 or Civil Code section 1946, including a 3-day notice to pay rent and quit the **RENTAL UNIT**, a 3-day notice to perform conditions or covenants or quit, a 3-day notice to quit, and a 30-day notice of termination.

(h) **ADDRESS** means the street address, including the city, state, and zip code.

Sec. 5. Interrogatories

The following interrogatories have been approved by the Judicial Council under section 2033.710 of the Code of Civil Procedure for use in unlawful detainer proceedings:

CONTENTS

- 70.0 General
- 71.0 Notice
- 72.0 Service
- 73.0 Malicious Holding Over
- 74.0 Rent Control and Eviction Control
- 75.0 Breach of Warranty to Provide Habitable Premises
- 76.0 Waiver, Change, Withdrawal, or Cancellation of Notice to Quit
- 77.0 Retaliation and Arbitrary Discrimination
- 78.0 Nonperformance of the Rental Agreement by Landlord
- 79.0 Offer of Rent by Defendant
- 80.0 Deduction from Rent for Necessary Repairs
- 81.0 Fair Market Rental Value

70.0 General

[Either party may ask any applicable question in this section.]

- ☒ 70.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

- ☒ 70.2 Is **PLAINTIFF** an owner of the **RENTAL UNIT**? If so, state:
 (a) the nature and percentage of ownership interest;
 (b) the date **PLAINTIFF** first acquired this ownership interest.

- ☒ 70.3 Does **PLAINTIFF** share ownership or lack ownership? If so, state the name, the **ADDRESS**, and the nature and percentage of ownership interest of each owner.

- ☒ 70.4 Does **PLAINTIFF** claim the right to possession other than as an owner of the **RENTAL UNIT**? If so, state the basis of the claim.

- ☒ 70.5 Has **PLAINTIFF'S** interest in the **RENTAL UNIT** changed since acquisition? If so, state the nature and dates of each change.

- ☐ 70.6 Are there other rental units on the **PROPERTY**? If so, state how many.

- ☒ 70.7 During the 12 months before this proceeding was filed, did **PLAINTIFF** possess a permit or certificate of occupancy for the **RENTAL UNIT**? If so, for each state:
 (a) the name and **ADDRESS** of each **PERSON** named on the permit or certificate;
 (b) the dates of issuance and expiration;
 (c) the permit or certificate number

- ☐ 70.8 Has a last month's rent, security deposit, cleaning fee, rental agency fee, credit check fee, key deposit, or any other deposit been paid on the **RENTAL UNIT**? If so, for each item state:
 (a) the purpose of the payment;
 (b) the date paid;
 (c) the amount;
 (d) the form of payment;
 (e) the name of the **PERSON** paying;
 (f) the name of the **PERSON** to whom it was paid;
 (g) any **DOCUMENT** which evidences payment and the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
 (h) any adjustments or deductions including facts.

- ☐ 70.9 State the date defendant first took possession of the **RENTAL UNIT**.

- ☐ 70.10 State the date and all the terms of any rental agreement between defendant and the **PERSON** who rented to defendant.

- ☒ 70.11 For each agreement alleged in the pleadings:
 (a) identify all **DOCUMENTS** that are part of the agreement and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
 (b) state each part of the agreement not in writing, the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to that provision, and the date that part of the agreement was made;
 (c) identify all **DOCUMENTS** that evidence each part of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
 (d) identify all **DOCUMENTS** that are part of each modification to the agreement, and for each state

the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (see also §71.5);

- (e) state each modification not in writing, the date, and the name, **ADDRESS**, and telephone number of the **PERSON** agreeing to the modification, and the date the modification was made (see also §71.5).
- (f) identify all **DOCUMENTS** that evidence each modification of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (see also §71.5).

- ☒ 70.12 Has any **PERSON** acting on the **PLAINTIFF'S** behalf been responsible for any aspect of managing or maintaining the **RENTAL UNIT** or **PROPERTY**? If so, for each **PERSON** state:
- (a) the name, **ADDRESS**, and telephone number;
 - (b) the dates the **PERSON** managed or maintained the **RENTAL UNIT** or **PROPERTY**;
 - (c) the **PERSON'S** responsibilities.

- ☐ 70.13 For each **PERSON** who occupies any part of the **RENTAL UNIT** (except occupants named in the complaint and occupants' children under 17) state:
- (a) the name, **ADDRESS**, telephone number, and birthdate;
 - (b) the inclusive dates of occupancy;
 - (c) a description of the portion of the **RENTAL UNIT** occupied;
 - (d) the amount paid, the term for which it was paid, and the person to whom it was paid;
 - (e) the nature of the use of the **RENTAL UNIT**;
 - (f) the name, **ADDRESS**, and telephone number of the person who authorized occupancy;
 - (g) how occupancy was authorized, including failure of the **LANDLORD** or **PLAINTIFF** to protest after discovering the occupancy.

- ☒ 70.14 Have you or anyone acting on your behalf obtained any **DOCUMENT** concerning the tenancy between any occupant of the **RENTAL UNIT** and any **PERSON** with an ownership interest or managerial responsibility for the **RENTAL UNIT**? If so, for each **DOCUMENT** state:
- (a) the name, **ADDRESS**, and telephone number of each individual from whom the **DOCUMENT** was obtained;
 - (b) the name, **ADDRESS**, and telephone number of each individual who obtained the **DOCUMENT**;
 - (c) the date the **DOCUMENT** was obtained;
 - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (original or copy).

71.0 Notice

[If a defense is based on allegations that the 3-day notice or 30-day NOTICE TO QUIT is defective in form or content, then either party may ask any applicable question in this section.]

- ☒ 71.1 Was the **NOTICE TO QUIT** on which **PLAINTIFF** bases this proceeding attached to the complaint? If not, state the contents of this notice.

- ☒ 71.2 State all reasons that the **NOTICE TO QUIT** was served and for each reason:
- (a) state all facts supporting **PLAINTIFF'S** decision to terminate defendant's tenancy;

- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
- (c) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 71.3 List all rent payments and rent credits made or claimed by or on behalf of defendant beginning 12 months before the **NOTICE TO QUIT** was served. For each payment or credit state:
- (a) the amount;
 - (b) the date received;
 - (c) the form in which any payment was made;
 - (d) the services performed or other basis for which a credit is claimed;
 - (e) the period covered;
 - (f) the name of each **PERSON** making the payment or earning the credit;
 - (g) the identity of all **DOCUMENTS** evidencing the payment or credit and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

- ☐ 71.4 Did defendant ever fail to pay the rent on time? If so, for each late payment state:
- (a) the date;
 - (b) the amount of any late charge;
 - (c) the identity of all **DOCUMENTS** recording the payment and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

- ☐ 71.5 Since the beginning of defendant's tenancy, has **PLAINTIFF** ever raised the rent? If so, for each rent increase state:
- (a) the date the increase became effective;
 - (b) the amount;
 - (c) the reasons for the rent increase;
 - (d) how and when defendant was notified of the increase;
 - (e) the identity of all **DOCUMENTS** evidencing the increase and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

[See also section 70.11 (d) - (f).]

- ☐ 71.6 During the 12 months before the **NOTICE TO QUIT** was served was there a period during which there was no permit or certificate of occupancy for the **RENTAL UNIT**? If so, for each period state:
- (a) the inclusive dates;
 - (b) the reasons.

- ☐ 71.7 Has any **PERSON** ever reported any nuisance or disturbance at or destruction of the **RENTAL UNIT** or **PROPERTY** caused by defendant or other occupant of the **RENTAL UNIT** or their guests? If so, for each report state:
- (a) a description of the disturbance or destruction;
 - (b) the date of the report;
 - (c) the name of the **PERSON** who reported;
 - (d) the name of the **PERSON** to whom the report was made;
 - (e) what action was taken as a result of the report;
 - (f) the identity of all **DOCUMENTS** evidencing the report and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 71.8 Does the complaint allege violation of a term of a rental agreement or lease (other than nonpayment of rent)? If so, for each covenant:
- (a) identify the covenant breached;
 - (b) state the facts supporting the allegation of a breach;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (d) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 71.9 Does the complaint allege that the defendant has been using the **RENTAL UNIT** for an illegal purpose? If so, for each purpose:
- (a) identify the illegal purpose;
 - (b) state the facts supporting the allegations of illegal use;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (d) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

[Additional interrogatories on this subject may be found in sections 75.0, 78.0, 79.0, and 80.0.]

72.0 Service

*[If a defense is based on allegations that the **NOTICE TO QUIT** was defectively served, then either party may ask any applicable question in this section.]*

- ☐ 72.1 Does defendant contend (or base a defense or make any allegations) that the **NOTICE TO QUIT** was defectively served? If the answer is "no", do not answer interrogatories 72.2 through 72.3.
- ☒ 72.2 Does **PLAINTIFF** contend that the **NOTICE TO QUIT** referred to in the complaint was served? If so, state:
- (a) the kind of notice;
 - (b) the date and time of service;
 - (c) the manner of service;
 - (d) the name and **ADDRESS** of the person who served it;
 - (e) a description of any **DOCUMENT** or conversation between defendant and the person who served the notice.
- ☒ 72.3 Did any person receive the **NOTICE TO QUIT** referred to in the complaint? If so, for each copy of each notice state:
- (a) the name of the person who received it;
 - (b) the kind of notice;
 - (c) how it was delivered;
 - (d) the date received;
 - (e) where it was delivered;
 - (f) the identity of all **DOCUMENTS** evidencing the notice and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

73.0 Malicious Holding Over

[If a defendant denies allegations that defendant's continued possession is malicious, then either party may ask any applicable question in this section. Additional questions in section 75.0 may also be applicable.]

- ☐ 73.1 If any rent called for by the rental agreement is unpaid, state the reasons and the facts upon which the reasons are based.
- ☐ 73.2 Has defendant made attempts to secure other premises since the service of the **NOTICE TO QUIT** or since the service of the summons and complaint? If so, for each attempt:
- (a) state all facts indicating the attempt to secure other premises;
 - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (c) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 73.3 State the facts upon which **PLAINTIFF** bases the allegation of malice.

74.0 Rent Control and Eviction Control

- ☐ 74.1 Is there an ordinance or other local law in this jurisdiction which limits the right to evict tenants? If your answer is no, you need not answer sections 74.2 through 74.6.
- ☐ 74.2 For the ordinance or other local law limiting the right to evict tenants, state:
- (a) the title or number of the law;
 - (b) the locality.
- ☐ 74.3 Do you contend that the **RENTAL UNIT** is exempt from the eviction provisions of the ordinance or other local law identified in section 74.2? If so, state the facts upon which you base your contention.
- ☒ 74.4 Is this proceeding based on allegations of a need to recover the **RENTAL UNIT** for use of the **LANDLORD** or the landlord's relative? If so, for each intended occupant state:
- (a) the name;
 - (b) the residence **ADDRESSES** from three years ago to the present;
 - (c) the relationship to the **LANDLORD**;
 - (d) all the intended occupant's reasons for occupancy;
 - (e) all rental units on the **PROPERTY** that were vacated within 60 days before and after the date the **NOTICE TO QUIT** was served.
- ☐ 74.5 Is the proceeding based on an allegation that the **LANDLORD** wishes to remove the **RENTAL UNIT** from residential use temporarily or permanently (for example, to rehabilitate, demolish, renovate, or convert)? If so, state:
- (a) each reason for removing the **RENTAL UNIT** from residential use;
 - (b) what physical changes and renovation will be made to the **RENTAL UNIT**;
 - (c) the date the work is to begin and end;
 - (d) the number, date, and type of each permit for the change or work;

- (e) the identity of each **DOCUMENT** evidencing the intended activity (for example, blueprints, plans, applications for financing, construction contracts) and the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 74.6 Is the proceeding based on any ground other than those stated in sections 74.4 and 74.5? If so, for each:
- (a) state each fact supporting or opposing the ground;
 - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (c) identify all **DOCUMENTS** evidencing the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

75.0 Breach of Warranty to Provide Habitable Premises

[If plaintiff alleges nonpayment of rent and defendant bases his defense on allegations of implied or express breach of warranty to provide habitable residential premises, then either party may ask any applicable question in this section.]

- ☐ 75.1 Do you know of any conditions in violation of state or local building codes, housing codes, or health codes, conditions of dilapidation, or other conditions in need of repair in the **RENTAL UNIT** or on the **PROPERTY** that affected the **RENTAL UNIT** at any time defendant has been in possession? If so, state:
- (a) the type of condition;
 - (b) the kind of corrections or repairs needed;
 - (c) how and when you learned of these conditions;
 - (d) how these conditions were caused;
 - (e) the name, **ADDRESS**, and telephone number of each **PERSON** who has caused these conditions.
- ☐ 75.2 Have any corrections, repairs, or improvements been made to the **RENTAL UNIT** since the **RENTAL UNIT** was rented to defendant? If so, for each correction, repair, or improvement state:
- (a) a description giving the nature and location;
 - (b) the date;
 - (c) the name, **ADDRESS**, and telephone number of each **PERSON** who made the repairs or improvements;
 - (d) the cost;
 - (e) the identity of any **DOCUMENT** evidencing the repairs or improvements;
 - (f) if a building permit was issued, state the issuing agencies and the permit number of your copy.
- ☐ 75.3 Did defendant or any other **PERSON** during 36 months before the **NOTICE TO QUIT** was served or during defendant's possession of the **RENTAL UNIT** notify the **LANDLORD** or his agent or employee about the condition of the **RENTAL UNIT** or **PROPERTY**? If so, for each written or oral notice state:
- (a) the substance;
 - (b) who made it;
 - (c) when and how it was made;
 - (d) the name and **ADDRESS** of each **PERSON** to whom it was made;
 - (e) the name and **ADDRESS** of each person who knows about it;
 - (f) the identity of each **DOCUMENT** evidencing the notice and the name, **ADDRESS**, and telephone number of each **PERSON** who has it;

- (g) the response made to the notice;
- (h) the efforts made to correct the conditions;
- (i) whether the **PERSON** who gave notice was an occupant of the **PROPERTY** at the time of the complaint.

- ☐ 75.4 During the period beginning 36 months before the **NOTICE TO QUIT** was served to the present, was the **RENTAL UNIT** or **PROPERTY** (including other rental units) inspected for dilapidations or defective conditions by a representative of any governmental agency? If so, for each inspection state:
- (a) the date;
 - (b) the reason;
 - (c) the name of the governmental agency;
 - (d) the name, **ADDRESS**, and telephone number of each inspector;
 - (e) the identity of each **DOCUMENT** evidencing each inspection and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.5 During the period beginning 36 months before the **NOTICE TO QUIT** was served to the present, did **PLAINTIFF** or **LANDLORD** receive a notice or other communication regarding the condition of the **RENTAL UNIT** or **PROPERTY** (including other rental units) from a governmental agency? If so, for each notice or communication state:
- (a) the date received;
 - (b) the identity of all parties;
 - (c) the substance of the notice or communication;
 - (d) the identity of each **DOCUMENT** evidencing the notice or communication and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.6 Was there any corrective action taken in response to the inspection or notice or communication identified in sections 75.4 and 75.5? If so, for each:
- (a) identify the notice or communication;
 - (b) identify the condition;
 - (c) describe the corrective action;
 - (d) identify each **DOCUMENT** evidencing the corrective action and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.7 Has the **PROPERTY** been appraised for sale or loan during the period beginning 36 months before the **NOTICE TO QUIT** was served to the present? If so, for each appraisal state:
- (a) the date;
 - (b) the name, **ADDRESS**, and telephone number of the appraiser;
 - (c) the purpose of the appraisal;
 - (d) the identity of each **DOCUMENT** evidencing the appraisal and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.8 Was any condition requiring repair or correction at the **PROPERTY** or **RENTAL UNIT** caused by defendant or other occupant of the **RENTAL UNIT** or their guests? If so, state:
- (a) the type and location of condition;
 - (b) the kind of corrections or repairs needed;
 - (c) how and when you learned of these conditions;
 - (d) how and when these conditions were caused;
 - (e) the name, **ADDRESS**, and telephone number of each **PERSON** who caused these conditions;

- (f) the identity of each **DOCUMENT** evidencing the repair (or correction) and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

[See also section 71.0 for additional questions.]

76.0 Waiver, Change, Withdrawal, or Cancellation of Notice to Quit

[If a defense is based on waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**, then either party may ask any applicable question in this section.]

- ☐ 76.1 Did the **PLAINTIFF** or **LANDLORD** or anyone acting on his or her behalf do anything which is alleged to have been a waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**? If so:
- (a) state the facts supporting this allegation;
 - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of these facts;
 - (c) identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 76.2 Did the **PLAINTIFF** or **LANDLORD** accept rent which covered a period after the date for vacating the **RENTAL UNIT** as specified in the **NOTICE TO QUIT**? If so:
- (a) state the facts;
 - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (c) identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

77.0 Retaliation and Arbitrary Discrimination

[If a defense is based on retaliation or arbitrary discrimination, then either party may ask any applicable question in this section.]

- ☐ 77.1 State all reasons that the **NOTICE TO QUIT** was served or that defendant's tenancy was not renewed and for each reason:
- (a) state all facts supporting **PLAINTIFF'S** decision to terminate or not renew defendant's tenancy;
 - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (c) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

78.0 Nonperformance of the Rental Agreement by Landlord

[If a defense is based on nonperformance of the rental agreement by the **LANDLORD** or someone acting on the **LANDLORD'S** behalf, then either party may ask any applicable question in this section.]

- ☐ 78.1 Did the **LANDLORD** or anyone acting on the **LANDLORD'S** behalf agree to make repairs, alterations, or improvements at any time or provide services to the **PROPERTY** or **RENTAL UNIT**? If so, for each agreement state:
- (a) the substance of the agreement;

- (b) when it was made;
- (c) whether it was written or oral;
- (d) by whom and to whom;
- (e) the name and **ADDRESS** of each person who knows about it;
- (f) whether all promised repairs, alterations, or improvements were completed or services provided;
- (g) the reasons for any failure to perform;
- (h) the identity of each **DOCUMENT** evidencing the agreement or promise and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- ☐ 78.2 Has **PLAINTIFF** or **LANDLORD** or any resident of the **PROPERTY** ever committed disturbances or interfered with the quiet enjoyment of the **RENTAL UNIT** (including, for example, noise, acts which threaten the loss of title to the property or loss of financing, etc.)? If so, for each disturbance or interference, state:
- (a) a description of each act;
 - (b) the date of each act;
 - (c) the name, **ADDRESS**, and telephone number of each **PERSON** who acted;
 - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who witnessed each act and any **DOCUMENTS** evidencing the person's knowledge;
 - (e) what action was taken by the **PLAINTIFF** or **LANDLORD** to end or lessen the disturbance or interference.

79.0 Offer of Rent by Defendant

[If a defense is based on an offer of rent by a defendant which was refused, then either party may ask any applicable question in this section.]

- ☐ 79.1 Has defendant or anyone acting on the defendant's behalf offered any payments to **PLAINTIFF** which **PLAINTIFF** refused to accept? If so, for each offer state:
- (a) the amount;
 - (b) the date;
 - (c) purpose of offer;
 - (d) the manner of the offer;
 - (e) the identity of the person making the offer;
 - (f) the identity of the person refusing the offer;
 - (g) the date of the refusal;
 - (h) the reasons for the refusal.

80.0 Deduction from Rent for Necessary Repairs

[If a defense to payment of rent or damages is based on claim of retaliatory eviction, then either party may ask any applicable question in this section. Additional questions in section 75.0 may also be applicable.]

- ☐ 80.1 Does defendant claim to have deducted from rent any amount which was withheld to make repairs after communication to the **LANDLORD** of the need for the repairs? If the answer is "no", do not answer interrogatories 80.2 through 80.6.
- ☐ 80.2 For each condition in need of repair for which a deduction was made, state:
- (a) the nature of the condition;
 - (b) the location;
 - (c) the date the condition was discovered by defendant;
 - (d) the date the condition was first known by **LANDLORD** or **PLAINTIFF**;

- (e) the dates and methods of each notice to the **LANDLORD** or **PLAINTIFF** of the condition;
- (f) the response or action taken by the **LANDLORD** or **PLAINTIFF** to each notification;
- (g) the cost to remedy the condition and how the cost was determined;
- (h) the identity of any bids obtained for the repairs and any **DOCUMENTS** evidencing the bids.

☐ 80.3 Did **LANDLORD** or **PLAINTIFF** fail to respond within a reasonable time after receiving a communication of a need for repair? If so, for each communication state:

- (a) the date it was made;
- (b) how it was made;
- (c) the response and date;
- (d) why the delay was unreasonable.

☐ 80.4 Was there an insufficient period specified or actually allowed between the time of notification and the time repairs were begun by defendant to allow **LANDLORD** or **PLAINTIFF** to make the repairs? If so, state all facts on which the claim of insufficiency is based.

☐ 80.5 Does **PLAINTIFF** contend that any of the items for which rent deductions were taken were not allowable under law? If so, for each item state all reasons and facts on which you base your contention.

☐ 80.6 Has defendant vacated or does defendant anticipate vacating the **RENTAL UNIT** because repairs were requested and not made within a reasonable time? If so, state all facts on which defendant justifies having vacated the **RENTAL UNIT** or anticipates vacating the rental unit.

81.0 Fair Market Rental Value

*[If defendant denies **PLAINTIFF** allegation on the fair market rental value of the **RENTAL UNIT**, then either party may ask any applicable question in this section. If defendant claims that the fair market rental value is less because of a breach of warranty to provide habitable premises, then either party may also ask any applicable question in section 75.0.]*

☒ 81.1 Do you have an opinion on the fair market rental value of the **RENTAL UNIT**? If so, state:

- (a) the substance of your opinion;
- (b) the factors upon which the fair market rental value is based;
- (c) the method used to calculate the fair market rental value.

☒ 81.2 Has any other **PERSON** ever expressed to you an opinion on the fair market rental value of the **RENTAL UNIT**? If so, for each **PERSON**:

- (a) state the name, **ADDRESS**, and telephone number;
- (b) state the substance of the **PERSON'S** opinion;
- (c) describe the conversation or identify all **DOCUMENTS** in which the **PERSON** expressed an opinion and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

☒ 81.3 Do you know of any current violations of state or local building codes, housing codes, or health codes, conditions of delapidation or other conditions in need of repair in the **RENTAL UNIT** or common areas that have affected the **RENTAL UNIT** at any time defendant has been in possession? If so, state:

- (a) the conditions in need of repair;
- (b) the kind of repairs needed;
- (c) the name, **ADDRESS**, and telephone number of each **PERSON** who caused these conditions.

SHORT TITLE: BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY
MERGER TO LASALLE v. DIAZ

CASE NUMBER:

PLAINTIFFS

BANK OF AMERICA NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY MORTGAGE LOAN TRUST 2006-2

(Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line numbers):

This page may be used with any Judicial Council form or any other paper filed with the court.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)

**BANK OF AMERICA NATIONAL ASSOCIATION AS
SUCCESSOR BY MERGER TO LASALLE BANK
NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN
STANLEY MORTGAGE & LEND TRUST 2006-2**

DEFENDANTS

**Aurora I. Diaz Telephone: 714-816-0102
9502 Linda Lane
Cypress, Orange County
CALIFORNIA 90630**

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) **DEEPIKA S. SALUJA**

**BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP
209 Pathfinder Road, Suite 300
Diamond Bar, CA 91765 Phone: 626-915-5714**

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input checked="" type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ NoMONEY DEMANDED IN COMPLAINT: \$ **480,000.00****VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Wrongful Foreclosure 28 USC 1443(c)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL PROPERTY	PETITIONS	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 Habeas Corpus	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE / PENALTY	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	IMMIGRATION	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input checked="" type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	FEDERAL TAX SUITS
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 950 Constitutional of State Statutes	<input type="checkbox"/> 290 All Other Real Property				

SACV09-1457 JVS(MLGX)

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
 If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County, California	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County, California	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date 12/10/09

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge James V. Selna and the assigned discovery Magistrate Judge is Marc Goldman.

The case number on all documents filed with the Court should read as follows:

SACV09 - 1457 JVS (MLGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☒ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.